

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION**

ROOT, INC., et al.,

Plaintiffs,

vs.

BRINSON CALEB SILVER, et al.,

Defendants.

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Case No. 2:23-cv-512
Judge Sarah D. Morrison
Magistrate Judge Elizabeth A.
Preston Deavers

**ORDER GRANTING MOTION OF RECEIVER, JERRY E. PEER, JR.,
TO EMPLOY SERHANT AND MARCO TINÉ AS REAL ESTATE BROKER**

Upon *Motion of Receiver, Jerry E. Peer, Jr., to Employ Serhant and Marco Tine as Real Estate Broker*, (“Motion”) filed herein on November 1, 2023, by Jerry E. Peer, Jr. (“Receiver”), the duly authorized and acting Receiver of all monetary and real property assets of Mr. Brinson Caleb Silver, Collateral Damage, LLC and Eclipse Home Design, LLC (hereinafter collectively “Defendants”), which seeks approval and authority (i) to engage Serhant and Marco Tiné (collectively “Broker”) as its broker, pursuant to the terms of the *Exclusive Right of Sale Listing Agreement* (“Listing Agreement”), attached to the Motion as “**Exhibit A**,” and to offer for sale the real estate and improvements located thereon, located at 9125 North Bayshore Drive, Miami, Florida 33138 (“Property”); (ii) permitting Receiver to enter into the Listing Agreement; and (iii) granting Receiver discretion to enter into real estate purchase contract, subject only to Court approval.

Notice of the Motion and opportunity to be heard was served upon all required parties in interest on November 1, 2023. The Court finds that such Notice was adequate and appropriate under the circumstances. The Court further finds that no objections were filed to the Motion and

that the engagement of Brokers, pursuant to the terms of the Listing Agreement, is commercially reasonable and in the best interests of the receivership estate to maximize the highest and best value of the Property.

Based upon the Motion and Exhibits attached thereto and the absence of any objection, IT IS, HEREBY ORDERED that:

1. The Motion is hereby GRANTED and Receiver is hereby authorized to employ Broker for the marketing and sale of the Property and to enter into the Listing Agreement on such terms and conditions as outlined in the Listing Agreement;

2. Receiver is hereby authorized, at its discretion and subject to Court approval, to enter into a real estate purchase contract for the sale of the Property. Receiver shall be required to seek authority from this Court and notice all parties in interest thereto, as required by the Receiver Order, to accept and close any offer as to the Property and to convey fee simple title in the Property free and clear of any and all interests, liens, claims and encumbrances, provided, however, any such offer, in the discretion of Receiver, represents the highest and best offer under the particular circumstances.

5. Receiver is hereby authorized to compensate Broker pursuant to the terms of the Listing Agreement from the gross sales price upon the closing for the sale of the Property and all remaining funds shall be deposited with Receiver pending further order of this Court.

6. Proceeds from the sale of the Property shall be applied to any lien of the applicable county treasurer, any and all interests, liens, claims and encumbrances claimed or asserted by any party, and Broker's compensation and other administrative fees and expenses, in accordance with and in order of their respective priority. Nothing herein shall be construed to

affect the validity, priority or enforceability of any party's claimed or asserted interest, lien, claim or encumbrance in and to such proceeds.

IT IS SO ORDERED.

/s/ Sarah D. Morrison
SARAH D. MORRISON
UNITED STATES DISTRICT JUDGE

APPROVED AND SUBMITTED BY:

PETERSON CONNERS LLP

/s/ ISTVAN GAJARY
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